



002130

## HOUSE AIR WAYBILL

002130

Shipper's Name & Address <b>M/S. RAJPRIYA EXPORTS</b> <b>NO. 2, J.G. NAGAR 1st STREET</b> <b>TIRUPUR-641 602</b> <b>INDIA.</b>		Shipper's Account Number		Not Negotiable AIR WAYBILL issued by:	
Consignee's Name & Address <b>BANK OF AMERICA</b> <b>C/O. RICK MILLAR</b> <b>8755 ROSWELL ROAD,</b> <b>ATLANTA, GA 30350</b> <b>U.S.A.</b>		Consignee's Account Number		 <b>PL SHIPPING &amp; LOGISTICS LTD.</b> 37, Dr.P.V. Charlan Crescent, Egmore, Chennai - 600 008, India. Tel.: +91 - 44 - 2527 1201 / 2524 2703 Fax: + 91 - 44 - 2527 1147	
Routing Carrier's Agents Name & City  <b>PL SHIPPING &amp; LOGISTICS LTD.</b> 37, Dr.P.V. Charlan Crescent, Egmore, Chennai - 600 008, India. Tel.: +91 - 44 - 2527 1201 / 2524 2703 Fax: + 91 - 44 - 2527 1147		IATA Carrier <b>EK</b>		Master AWB No. <b>176-3654 2052</b>	
Agent's IATA Code <b>14-3-6019</b>		Account No.		Accounting Information <b>FREIGHT PREPAID</b>	
Airport of Departure (Addr. of First Carrier) and Requested Routing <b>CHENNAI: INDIA</b>					
To	By First Carrier	Routing & Destination	To	By	Declared Value for Carriage
<b>DXB</b>	<b>EK</b>	<b>NYC</b>	<b>EK</b>	<b>NYC</b>	<b>NYVD</b>
Airport of Destination <b>NEW YORK</b>		Flight/Date	Flight/Date	Amount of Insurance	Insurance: It covers all risks of loss and damage to the goods in accordance with conditions on reverse hereof. Indicate amount to be insured in figures in box marked 'Amount of Insurance'.
Handling Information (53) CTNS MARKED: PO. NO: STYLE NO: COLOUR QNTY SIZE CTN NOS: 1 to 53. <b>ONE COVER ENCLOSED CONTG INVOICE PACKING LIST.</b>					
No. of Pieces RCP	Gross Weight	Rate Class Common Rate No.	Chargeable Weight	Rate Charge	Nature and Quantity of Goods (Ind. Dimensions or Volume)
53	726.0	K Q	750.0	AS AGREED	<b>100% COTTON KNITTED GARMENTS</b> <b>&amp; MENS FLEECE GARMENTS</b> <b>MENS T. SHIRT, JACKET, PANT.</b> <b>PO#1039, 1040, 1041, 1042, 1043</b> <b>1038.</b> <b>INV NO: RE/104</b> <b>DATED : 14-10-2006</b> <b>SB NO:</b> <b>DIMMS INCMS</b>
Prepaid		Weight Charge	Collect	Other Charges	
AS AGREED		<b>58x41x30 = 30 CTNS</b> <b>61x41x41 = 23 CTNS</b>			
Total Other Charges Due Agent		Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and quantity and is marked and labeled for carriage by air according to the applicable Dangerous Goods Regulations.			
Total Other Charges Due Carrier		<b>PL SHIPPING &amp; LOGISTICS LTD., CHENNAI-02</b> Signature of Shipper or his Agent			
Total Prepaid		<b>27.10.2006</b> Executed on (date) at CHEN (place)			
Total Collect		Signature of Issuing Carrier or its Agent			
Currency Conversion Rates		Charges at Destination			
GP Charges in Base Currency		Total Collect Charges			
For Carrier's Use only at Destination		002130			

ORIGINAL - 3 (FOR SHIPPER)

INVOICE				
<b>Exporters/Manufacturer</b> <b>RAJPRIYA EXPORTS</b> <b>NO.2, J.G.NAGAR 1ST STRERET</b> <b>TIRUPUR-641 602</b> <b>INDIA</b>		<b>Invoice No. &amp; Date</b> <b>RE/104 DATED 14.10.2006</b> <b>Buyer's Order No. &amp; Date</b> <b>1039,1040,1041,1042,1043,1038</b> <b>Other Reference :</b>		
<b>Consignee</b> <b>RYAN KENNY</b> <b>1407, BRODWAY SUITE 1006</b> <b>NEW YORK</b> <b>NY 10018</b> <b>U.S.A.</b>		<b>Buyer If other than Consignee</b> <b>BANK OF AMERICA</b> <b>C/O RICK MILLAR</b> <b>8755 ROSWELL ROAD</b> <b>ATLANTA, GA 30350</b> <b>PHONE - 770 -594-6860</b>		
<b>Pre Carriage by</b> <b>BY TRUCK</b>	<b>Place of Receipt by Pre Carrier</b>	<b>Country of Origin of goods</b> <b>INDIA</b>	<b>Country of Final destination</b> <b>U.S.A</b>	
<b>Vessel/Flight No.</b>	<b>Port of Loading</b> <b>CHENNAI/BY AIR</b>	<b>Terms of Delivery &amp; Payment</b> <b>D/P AT SIGHT-DOCUMENTS THROUGH BANK OF</b> <b>AMERICA, C/O RICK MILLAR, 8755, ROSWELL ROAD,</b> <b>ATLANTA, GA 30350, U.S.A.</b>		
<b>Port of Discharge</b> <b>NEW YORK</b>	<b>Final Destination</b> <b>U.S.A</b>			
<b>Marks &amp; Nos/</b> <b>Container No.</b>	<b>No. &amp; kind of</b> <b>Packages</b>	<b>Description of goods</b>	<b>Quantity</b> <b>PIECES</b>	<b>Rate</b> <b>CFR/USD</b>
				<b>Amount</b> <b>CFR/USD</b>
PO.NO.	53	<u>100% COTTON KNITTED</u>		
STYLE NO.	FIFTY	<u>GARMENTS</u>		
COLOUR	THREE			
QNTY	CRTNS	MENS T.SHIRT-STYLE:C6FK111	303	5.80
SIZE	ONLY	MENS T.SHIRT-STYLE:C6FK102	608	5.90
CTN NOS.		MENS T.SHIRT-STYLE:C6FK107	300	8.85
1 TO 53		MENS T.SHIRT-STYLE:C6FK112	300	5.75
		<u>100% COTTON KNITTED MENS</u>		
		<u>FLEECE GARMENTS</u>		
		MENS JACKET-STYLE:C6FS804	230	10.55
		MENS PANT-STYLE:C6FB101	301	8.65
		<u>TWO THOUSAND FORTY</u>	2,042	
		<u>TWO PIECES ONLY</u>		
<b>Amount chargeable</b>			<b>Total</b>	
<b>US DOLLARS FOURTEEN THOUSAND SEVEN HUNDRED</b>			<b>14,754.75</b>	
<b>IN words</b>			<b>FIFTY FOUR AND SEVENTY FIVE CENTS ONLY</b>	
<b>I.E.CODE NO.3292005728</b>				
<b>EX.1 USD = INR 46.15</b>				
CFR	USD	14,754.75	INR	680,931.71
FRT	USD	2101.84	INR	97,000.00
FOB	USD	12,652.91	INR	583,931.71
<b>Declaration</b>				
<b>We declare that this invoice shows the actual price of the the goods</b>				
<b>described and that all particulars are true and correct</b>				
<b>Signature &amp; Date</b>				

**PACKING LIST - 1**

<b>Exporter/Manufacturer</b> <b>RAJPRIYA EXPORTS</b> <b>NO.2, J.G.NAGAR 1ST STREET</b> <b>TIRUPUR-641 602</b> <b>INDIA</b>		<b>Invoice No. &amp; Date</b> <b>RE/104 DATED 14.10.2006</b>	
		<b>Buyer's Order No. &amp; Date</b> <b>1042</b>	
		<b>Other Reference :</b> <b>C8FK107</b>	
<b>Consignee</b>  <b>RYAN KENNY</b> <b>1407, BRODWAY SUITE 1005</b> <b>NEW YORK</b> <b>NY 10018</b> <b>U.S.A.</b>		<b>Buyer If other than Consignee</b>   	
		<b>Country of Origin</b>  <b>INDIA</b>	<b>U.S.A.</b>
<b>Pre Carriage by</b> <b>BY TRUCK</b>	<b>Place of Receipt by Pre Carrier</b>  		
<b>Vessel/Flight No.</b>	<b>Port of Loading</b> <b>CHENNAI BY AIR</b>		
<b>Port of Discharge</b> <b>NEW YORK</b>	<b>Final Destination</b> <b>U.S.A.</b>		

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT	
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS
1	1	GREY HEATHER	50					50	9.200	10.800
2	1			56				56	11.000	12.600
3	1				56			56	11.300	12.900
4	1					56		56	12.000	13.800
5	1				18	20		17	9.300	10.900
6	1			8	9	5		9	8.700	8.300
<b>TOTAL</b>	<b>6</b>		<b>56</b>	<b>81</b>	<b>81</b>	<b>56</b>	<b>26</b>	<b>300</b>	<b>59.500</b>	<b>69.100</b>

**ORDER SUMMARY**  
**GREY HEATHER**

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	56	81	81	56	26	300
DIFFERENCE	-	-	-	-	-	-
%	100%	100%	100%	100%	100%	100%
DIFFERENCE IN %	-	-	-	-	-	-

CONTD... 2

**For** **Rajpriya Exports**
  
**Manager**

**PACKING LIST - 2**

<b>Exporter/Manufacturer</b> <b>RAJPRIYA EXPORTS</b> <b>NO.2, J.G.NAGAR 1ST STREET</b> <b>TIRUPUR-641 602</b> <b>INDIA</b>		<b>Invoice No. &amp; Date</b> <b>RE/104-DATED-14.10.2006</b>	
		<b>Buyer's Order No. &amp; Date</b> <b>1039</b>	
		<b>Other Reference :</b> <b>C8FB101</b>	
<b>Consignee</b>  <b>RYAN KENNY</b> <b>1407, BROADWAY SUITE 1006</b> <b>NEW-YORK</b> <b>NY 10018</b> <b>U.S.A.</b>		<b>Buyer if other than Consignee</b>   	
		<b>Country of Origin</b> <b>INDIA</b>	<b>U.S.A.</b>
<b>Pre Carriage by</b> <b>BY TRUCK</b>	<b>Place of Receipt by Pre Carrier</b>  		
<b>Vessel/Flight No.</b>  	<b>Port of Loading</b> <b>CHENNAI/BY AIR</b>		
<b>Port of Discharge</b> <b>NEW YORK</b>	<b>Final Destination</b> <b>U.S.A.</b>		

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT	
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS
7 TO 8	2	GREY STONE	24					48	13.500	15.200
9 TO 11	3			24				72	42.000	47.100
12 TO 14	3				24			72	44.400	49.500
15 TO 16	2					24		48	33.200	36.800
17	1						18	13.400	15.000	
18	1		8	7	8		23	13.800	15.200	
19	1			2	1	9	8	20	13.400	15.100
<b>TOTAL</b>	<b>13</b>			<b>56</b>	<b>81</b>	<b>81</b>	<b>57</b>	<b>26</b>	<b>301</b>	<b>173.500</b>

**ORDER SUMMARY**  
**GREY STONE**

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	56	81	81	57	26	301
DIFFERENCE	-	-	-	+1	-	-
%	100%	100%	100%	102%	100%	100%
DIFFERENCE IN %	-	-	-	+2%	-	-

CONTD.... 3

 Signature & Date  
**For Rajpriya Exports**
  
**Manager**

**PACKING LIST - 3**

<b>Exporter/Manufacturer</b> RAJPRIYA EXPORTS NO.2, J.G.NAGAR 1ST STREET TIRUPUR-641 602 INDIA		<b>Invoice No. &amp; Date</b> RE/104 DATED 14.10.2006	
<b>Consignee</b>  RYAN KENNY 1407, BROADWAY SUITE 1006 NEW YORK NY 10018 U.S.A.		<b>Buyer's Order No. &amp; Date</b> 1041	
		<b>Other Reference :</b> CBFK102	
		<b>Buyer if other than Consignee</b>	
		<b>Country of Origin</b> INDIA	U.S.A.
<b>Pre Carriage by</b> BY TRUCK	<b>Place of Receipt by Pre Carrier</b>		
<b>Vessel/Flight No.</b>	<b>Port of Loading</b> CHENNAI/BY AIR		
<b>Port of Discharge</b> NEW YORK	<b>Final Destination</b> U.S.A.		

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT		
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS	
20	1	EGGSHELL	56					56	10.300	11.800	
21	1			56				56	10.900	12.500	
22	1				56			56	12.000	13.600	
23	1					56		56	11.500	13.100	
24	1			5		11		31	47	10.100	12.000
25	1				28	14			42	8.700	11.000
<b>TOTAL</b>	<b>8</b>		<b>61</b>	<b>84</b>	<b>81</b>	<b>56</b>	<b>31</b>	<b>313</b>	<b>64.500</b>	<b>74.100</b>	

**ORDER SUMMARY  
EGGSHELL**

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	61	84	81	56	31	313
DIFFERENCE	+5	+3	-	-	+5	+13
%	108%	104%	100%	100%	119%	104%
DIFFERENCE IN %	+8%	+4%	-	-	+19%	+4%

CONTD... 4

Signature & Date  
For Rajpriya Exports  
Manager



**PACKING LIST - 4****Export Manufacturer**

**RAJPRIYA EXPORTS**  
**NO.2, J.G.NAGAR 1ST STREET**  
**TIRUPUR-641 802**  
**INDIA**

**Invoice No. & Date**

**RE/104 DATED 14.10.2006**

**Buyer's Order No. & Date**

**1041**

**Other Reference :**

**C6FK102**

**Consignee**

**RYAN KENNY**  
**1407, BRODWAY SUITE 1006**  
**NEW YORK**  
**NY 10018**  
**U.S.A.**

**Country of Origin**

**INDIA**

**U.S.A.**

**Fre Carriage by**  
**BY TRUCK****Place of Receipt by Pre Carrier****Vessel/Flight No.****Port of Loading**

**CHENNAI BY AIR**

**Port of Discharge**

**NEW YORK**

**Final Destination**

**U.S.A.**

CTN NOS.	TOTAL	COLOUR	S I Z E					TOTAL	TOTAL WEIGHT	
	CRTNS		M	L	XL	XXL	3X	PCS	N.WT. KGS	G.WT. KGS
26	1	LAVENDAR	56					56	10.300	11.900
27	1			56				56	10.900	12.500
28	1				56			56	12.000	13.600
29	1					52		52	11.500	13.100
30	1				14		28	42	10.000	11.200
31	1			23	10			33	9.000	10.120
<b>TOTAL</b>	<b>6</b>		<b>56</b>	<b>79</b>	<b>80</b>	<b>52</b>	<b>28</b>	<b>295</b>	<b>83.700</b>	<b>72.420</b>

**ORDER SUMMARY****LAVENDER**

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	56	79	80	52	28	295
DIFFERENCE	-	-2	-1	-4	+2	-5
%	100%	100%	100%	100%	108%	98%
DIFFERENCE IN %	-	-	-	-	-	-

CONTD... 5

Signature & Date

**For Rajpriya Exports**

**Manager**

**PACKING LIST - 5**

<b>Exporter/Manufacturer</b> <b>RAJPRIYA EXPORTS</b> <b>NO.2, J.G.NAGAR 1ST STREET</b> <b>TIRUPUR-641 602</b> <b>INDIA</b>		<b>Invoice No. &amp; Date</b> <b>RE104 DATED 14.10.2006</b>	
		<b>Buyer's Order No. &amp; Date</b> <b>1043</b>	
		<b>Other Reference :</b> <b>C8FK112</b>	
<b>Consignee</b>  <b>RYAN KENNY</b> <b>1407, BROADWAY SUITE 1006</b> <b>NEW YORK</b> <b>NY 10018</b> <b>U.S.A.</b>		<b>Buyer If other than Consignee</b>  	
		<b>Country of Origin</b>  <b>INDIA</b>	<b>U.S.A.</b>
<b>Pre Carriage by</b> <b>BY TRUCK</b>	<b>Place of Receipt by Pre Carrier</b>  		
<b>Vessel/Flight No.</b>	<b>Port of Loading</b> <b>CHENNAI/BY AIR</b>		
<b>Port of Discharge</b> <b>NEW YORK</b>	<b>Final Destination</b> <b>U.S.A.</b>		

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT	
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS
32	1	BLACK	56					56	10.300	11.900
33	1			56				56	10.900	12.600
34	1				56			56	12.000	13.600
35	1					56		56	11.500	13.100
36	1						27	27	8.500	10.000
37	1			25	24			49	10.000	11.200
<b>TOTAL</b>	<b>6</b>		<b>56</b>	<b>81</b>	<b>80</b>	<b>56</b>	<b>27</b>	<b>300</b>	<b>63.200</b>	<b>72.300</b>

**ORDER SUMMARY**  
**BLACK**

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	56	81	80	56	27	300
DIFFERENCE	-	-	-1	-	+1	-
%	100%	100%	99%	100%	103%	100%
DIFFERENCE IN %	-	-	-1%	-	+3%	-

CONTD... 6

**Signature & Date**  
**For Rajpriya Exports**
  
**Manager**

**PACKING LIST - 6**

<b>Export/Manufacturer</b> <b>RAJPRIYA EXPORTS</b> <b>NO.2, J.G.NAGAR 1ST STREET</b> <b>TIRUPUR-641 602</b> <b>INDIA</b>		<b>Invoice No.&amp; Date</b> <b>RE/104 DATED 14.10.2006</b>	
		<b>Buyer's Order No.&amp; Date</b> <b>1040</b>	
		<b>Other Reference :</b> <b>C8FK111</b>	
<b>Consignee</b>  <b>RYAN KENNY</b> <b>1407, BROADWAY SUITE 1008</b> <b>NEW YORK</b> <b>NY 10018</b> <b>U.S.A.</b>		<b>Buyer if other than Consignee</b>   	
		<b>Country of Origin</b>  <b>INDIA</b>	<b>U.S.A.</b>

<b>Pre Carriage by</b> <b>BY TRUCK</b>	<b>Place of Receipt by Pre Carriage</b>
<b>Vessel/Flight No.</b>	<b>Port of Loading</b> <b>CHENNAI/BY AIR</b>
<b>Port of Discharge</b> <b>NEW YORK</b>	<b>Final Destination</b> <b>U.S.A.</b>

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT	
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS
38	1	EGGSHELL	56					56	10.300	11.900
39	1			56				56	10.900	12.500
40	1				56			56	12.000	13.800
41	1					56		56	11.500	13.100
42	1						26	26	8.000	9.000
43	1			28	25			53	10.700	12.500
<b>TOTAL</b>	<b>6</b>		<b>56</b>	<b>84</b>	<b>81</b>	<b>56</b>	<b>26</b>	<b>303</b>	<b>63.400</b>	<b>72.600</b>

**ORDER SUMMARY**  
**EGGSHELL**

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	56	84	81	56	26	303
DIFFERENCE	-	+3	-	-	-	+3
%	100%	103%	100%	100%	100%	101%
DIFFERENCE IN %	-	+3%	-	-	-	+1%

CONTD....7

**For Rajpriya Exports**

**Manager**



**PACKING LIST - 7**

<b>Exporter/Manufacturer</b> <b>RAJPRIYA EXPORTS</b> <b>NO.2, J.G.NAGAR,1ST STREET</b> <b>TIRUPUR-641 602</b> <b>INDIA</b>		<b>Invoice No.&amp; Date</b> <b>RE/104 DATED 14.10.2006</b>	
		<b>Buyer's Order No.&amp; Date</b> <b>1038</b>	
		<b>Other Reference :</b> <b>C6FS804</b>	
<b>Consignee</b>  <b>RYAN KENNY</b> <b>1407, BROADWAY SUITE 1006</b> <b>NEW YORK</b> <b>NY 10018</b> <b>U.S.A.</b>		<b>Buyer if other than Consignee</b>   	
		<b>Country of Origin</b> <b>INDIA</b>	<b>U.S.A.</b>
<b>Pre Carriage by</b> <b>BY TRUCK</b>	<b>Place of Receipt by Pre Carrier</b>  		
<b>Vessel/Flight No.</b>  	<b>Port of Loading</b> <b>CHENNAI/BY AIR</b>		
<b>Port of Discharge</b> <b>NEW YORK</b>	<b>Final Destination</b> <b>U.S.A.</b>		

CTN NOS.	TOTAL CRTNS	COLOUR	S I Z E					TOTAL PCS	TOTAL WEIGHT	
			M	L	XL	XXL	3X		N.WT. KGS	G.WT. KGS
44	1	GREY STONE	24					24	11.200	12.900
44 TO 46	2			24				48	24.200	27.600
47 TO 48	2				24			48	25.600	28.000
49 TO 50	2					24		48	27.200	30.600
51	1		7	7	4		1	19	10.100	11.800
SHADE 2										
52	1		6		17			22	11.100	12.800
53							21	21	12.100	13.800
<b>TOTAL</b>	<b>6</b>		<b>36</b>	<b>55</b>	<b>69</b>	<b>48</b>	<b>22</b>	<b>230</b>	<b>121.500</b>	<b>138.500</b>

**ORDER SUMMARY****GREYSTONE**

	M	L	XL	XXL	3X	TOT
ORDER QTY	56	81	81	56	26	300
PACKED QTY	36	55	69	48	22	230
DIFFERENCE	-20	-26	-12	-8	-4	-70
%	65%	68%	85%	86%	85%	77%
DIFFERENCE IN %	-35%	-32%	-15%	-14%	-15%	-23%

**GRAND TOTAL**

TOTAL NO.OF CRTNS	: 53
TOTAL QUANTITY	: 2,042 PIECES
TOTAL N.WT	: 609.300 KGS
TOTAL G.WT.	: 892.720 KGS

Signature & Date  
**For Rajpriya Exports**

**Manager**



# RAJPRIYA EXPORTS

Hosiery Manufacturers &amp; Exporters

No. 1, J.G. NAGAR, 1st STREET,

KUMARAPALLE, TAMIL NADU - 611 002.

Phone : 2478886, 2471859, 4333273

Fax : 045 - 0421 - 2478314, 2478087

E-mail : rajpriyaup@touchindia.net

www.rajpriyaexports.com

Date: .....

## SINGLE/MULTI COUNTRY DECLARATION

I, R.S.GOPAL of RAJPRIYA EXPORTS declare that Articles listed below and covered by the Invoices or entry to which this declaration relates are wholly the growth product or manufacture of a Single Foreign Territory or of the U.S. of and/or the Single Foreign Territory of country, or insular possession of the U.S. as identified below. I declare that this information is correct and true to the best of my information, knowledge and belief.

A.....	INDIA.....	COUNTRY
B.....	INDIA.....	COUNTRY
C.....	INDIA.....	COUNTRY
D.....	INDIA.....	COUNTRY

For Rajpriya Exports

  
Manager

1/2/0 TNGST.No. 2304709

SSI No. 18-04-24979 / Dt. 30-6-93

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CST.No. 327832 / Dt. 10-9-91

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AEPCCo:WAF/SR/91041/92/Dt. 26-11-92

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RBI CODE No. MR 001 702701, 30-5-91

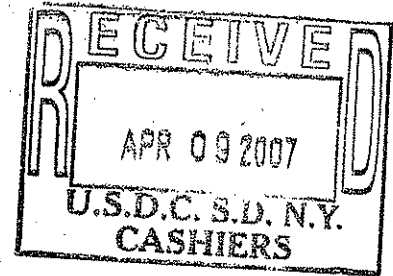
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IE No. 3292005728 / Dt. 16-9-92

V



EUGENE J. McDONALD, ESQ.  
170 Broad Street  
Matawan, NJ 07747  
Tele: 732 583 8485  
Attorney for PL Shipping & Logistics Ltd.



THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

JUDGE STEIN

-----x  
PL SHIPPING & LOGISTICS LTD.

Plaintiff,

07 CV 2818  
DOCKET NO.

v..

VERIFIED COMPLAINT

H.J.M INTERNATIONAL INC. and BANK  
OF AMERICA and AFFORDABLE  
LUXURY RYAN KENNY

Defendants  
-----x

Plaintiff, PL SHIPPING AND LOGISTICS LTD. hereinafter referred to as PL SHIPPING, by its attorney, EUGENE J. McDONALD, ESQ., alleges upon information and belief, as follows:

1. All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9 (h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court. Also, inasmuch as the within action is governed by federal common law, it involves a federal question, and this Court has jurisdiction pursuant to 28 U.S.C. §1331.

DKI 2. PL SHIPPING is a foreign company organized and existing under the laws of India. Although PL SHIPPING does not have an office within the Southern District of New York, it does, on a regular basis, conduct business within the Southern District and for that matter the metropolitan New York area.

DKI 3. The Defendant, H.J.M. INTERNATIONAL, INC., hereinafter referred to as H.J.M., at and during all the times hereinafter mentioned, had and now have the legal status and office and place of business at 53-39 Rockaway Boulevard, Jamaica, New York 11434, and was and now is engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessel above named as common carriers of merchandise by water for hire.

4. The Defendant, BANK OF AMERICA, hereinafter referred to as BANK, at and during all the times hereinafter mentioned, had and now have the legal status as and international banking concern with branches throughout the world including the Southern District, and which in this instance had and now have a branch located at 8755 Rosewell Road, Atlanta, Georgia 30350.

DKI 5 The Defendant, H.J.M. INTERNATIONAL, INC., hereinafter referred to as H.J.M., at and during all the times hereinafter mentioned, had and now have the legal status and office and place of business at 53-39 Rockaway Boulevard, Jamaica, New York 11434, and was and now is engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessel as common carriers of merchandise by water for hire.

*DKS* 6. The Defendant, AFFORDABLE LUXURY RYAN KENNY, hereinafter referred to as AFFORDABLE, at and during all the times hereinafter mentioned, had and now have the legal status and office and place of business at 1407 Broadway, New York, New York 10018.

*D* 7. This Court has personal jurisdiction over the Defendants and venue is proper reason of Defendants' regular and systematic contacts with the State of New York.

*DKS* 8. On or about March 19<sup>th</sup>, 2006, shipped on board and on March 22<sup>nd</sup>, 2006 shipped on board by PL SHIPPING from the Port of Tuticorin, India, to be transported to the Port of New York, U.S.A., 100% cotton knitted mens S/S polo shirts, hereinafter referred to as POLO SHIRTS, then being in good order and condition, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, said shipments of polo shirts arrived at the port of destination, the Port of New York.

*DKS* 9. Defendant, AFFORDABLE, requested, purchased and received polo shirts from Plaintiff, PL SHIPPING. Defendant, AFFORDABLE, ordered the POLO SHIRTS from Plaintiff, PL SHIPPING, but has not paid for the POLO SHIRTS it received.

*DKS* 10. Defendant, H.J.M., delivered Plaintiff PL SHIPPING's POLO SHIRTS from the Port of Tuticorin to the Port of New York where it and Defendant AFFORDABLE received the POLO SHIRTS. Defendant, H.J.M. improperly, wrongfully and negligently discharged Plaintiff's POLO SHIRTS to Defendant AFFORDABLE in the Port of New York without proper documentation.



11. Defendant, BANK, improperly released documents to Defendant AFFORDABLE which allowed Defendant AFFORDABLE to present said documents to Defendant H.J.M. and thereby obtain Plaintiff's POLO SHIRTS without paying for them.

12. Prior to Defendant AFFORDABLE receiving Plaintiff PL SHIPPING's POLO SHIRTS, Defendant BANK agreed and was legally obligated to debit Defendant AFFORDABLE's account for the cost of the POLO SHIRTS, pay Plaintiff PL SHIPPING and then "endorse" the Bill of Lading and Invoice which would allow Defendant H.J.M. to release the POLO SHIRTS to Defendant AFFORDABLE upon Defendant AFFORDABLE's presentation of the endorsed Bill of Lading and Invoice to Defendant H.J.M.. That did not happen. Upon Defendant BANK's receipt of the documents, i.e., Bill of Lading and Invoice and ancillary papers, it, Defendant BANK, improperly, wrongfully and negligently released the Bill of Lading and ancillary papers without endorsement and delivered said papers to the Defendant, AFFORDABLE. Defendant H.J.M. improperly, wrongfully and negligently, without legal and properly endorsed Bill of Lading and Invoice, improperly, wrongfully and negligently released Plaintiff's POLO SHIRTS to Defendant AFFORDABLE without Defendant AFFORDABLE paying for the POLO SHIRTS.

13. Plaintiff PL SHIPPING was the shipper, consignee and/or owner of the POLO SHIRTS and brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who may be or become interested in the said POLO



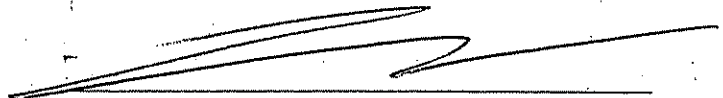
SHIRTS, as their respective interests may ultimately appear, and Plaintiff PL SHIPPING is entitled to maintain this action.

- ① 14. By reason of the premises, Plaintiff PL SHIPPING has sustained damages as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of U.S. \$44,157.92 plus freight.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That if Defendants cannot be found within this District, then all of their property within this District shall be attached in the sum of U.S. \$44,157.92 with interest thereon and costs, the sum sued for in this Complaint;
3. That Judgment may be entered in favor of Plaintiff against Defendants, jointly and severally, in the sum of U.S. \$44,157.92, together with interest, costs and counsel fees as allowed by law.

Dated: April 6, 2007



Eugene J. McDonald, Esq. (EJMcD -0882)  
170 Broad Street  
Matawan, NJ 07747  
Attorney for Plaintiff  
PL Shipping, LTD  
732 583 8485

STATE OF NEW JERSEY                     )  
  : ss.:  
COUNTY OF MONMOUTH                 )

EUGENE J. McDONALD, ESQ., being duly sworn, deposes and says:

1. I am admitted to practice before the Courts of the State(s) of New York, New Jersey, Pennsylvania and Florida and admitted to practice before this Honorable Court.

2. I have read the foregoing verified complaint and know the contents thereof, and that the same is true to the best of my knowledge, information and belief.

3. That the source of my information and the grounds for my belief as to all matters are documents and correspondence relating to the matter in suit in my possession forwarded to me by Plaintiff.

4. That the reason this verification is made by me and not by Plaintiff, PL Shipping & Logistics Ltd., is that said plaintiff is a corporation and/or other business entity, none of whose officers or directors are presently with in this District.

  
Eugene J. McDonald, Esq.

Sworn to before me this  
6<sup>th</sup> day of April, 2007

  
Linda M. McDonald, Notary Public

LINDA M. McDONALD  
NOTARY PUBLIC OF NEW JERSEY  
I.D No. 2197485  
Commission Expires 3/18/2012







Shipper's (Complete Name and Address)  
 PL SHIPPING & LOGISTICS LTD.,  
 20/99/3, ROCHE COLONY,  
 THIRD STREET,  
 TUTICORIN - 629 001.

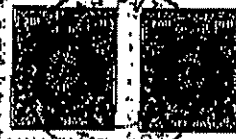
05927

MOTHER LINES Inc.

COMBINED TRANSPORT BILL OF LADING

Received the goods in apparent good order and conditions and as specified below, according to Shipper's declaration - unless otherwise stated hereon weight, measure, marks, numbers, quality etc.

The Carrier's conditions of carriage apply to the cargo. Lading and cargo, in the Protocol of V.



Subject to the exceptions, limitations, charges and on account of and in relation to the voyage covered by this Bill of Lading include incorporation of Hague-Visby Rules as to carrier's responsibility for the goods as contained in the 1924-memorandum Convention, are made

Consignee (Complete Name and address - negotiable unless consigned to order)

H.J.M. INTERNATIONAL INC.  
 53-39 ROCKAWAY BLVD.,  
 JAMAICA NY 11434  
 TEL: 718-276-5344 FAX: 718-276-4431

Notify party (Complete Mailing Address)

H.J.M. INTERNATIONAL INC.  
 53-39 ROCKAWAY BLVD.,  
 JAMAICA NY 11434  
 TEL: 718-276-5344 FAX: 718-276-4431

For Delivery please apply to

MOTHER LINES INC (NEW YORK)  
 11, SUNRISE PLAZA, SUITE-301,  
 VALLEY STREAM, NY 11380  
 TEL: 516 256 7575

PRE CARRIAGE BY		PIER OR PLACE OF RECEIPT	
		TUTICORIN	
Ocean Vessel	Voy. No.	Port of Loading	
MAERSK ABERDEEN V.0614		TUTICORIN	
Port of Discharge		Place of Delivery (By on Carrier)	
NEW YORK		NEW YORK	
		Type of move	Final Destination (for the Merchant's reference only)

Container No	Seal No: Mark and Numbers	No. of Containers or Pkgs	Kind of packages description of goods	Total Gross weight	Total Measurement
PO# STYLE# CTN NO: 1-88		88 CTNS (Eighty Eight Only)	100% COTTON KNITTED MENS S/S PULL OPEN SHIRTS, S/S CREW NECK T. SHIRT & MENS S/S POLO SHIRT		GR. WT./KGS 932.200
				TOTAL CBM	5.100
CONTAINER NO: CSQU 311829-8 (1*20 Ft) (LCL/LCL)					
SEAL NO: 00943870					
INV NO: AKW-60/15.03.2006					
"FREIGHT COLLECT"					
S.B.No: 6061658/21.03.2006					

Total No. of Containers or Packages (in words)

Eighty Eight Only

Freight and Charges	Relief At	Rate	Per	Prepaid	Collected
** QUANTITY / QUALITY AS PER SHIPPER'S DECLARATION. CARRIER NOT RESPONSIBLE FOR PACKING OF CARGO. **					
** DESTINATION THC/LCL CHARGES PORT CHARGES/DDC PAYABLE AT DESTINATION AS PER TARIFF **					
Ex Rate	Prepaid at	Payable at	Place and date of issue		
		DESTINATION	TUTICORIN (21/03/2006)		
Total prepaid in local currency	No. of original B/Ls		B/L No.		
	ONE (1)		TUT/NYC/1609		

Date 21 MAR 2006 Laden on board the Vessel

ORIGINAL

By *Lata. T. S. P.*  
 MOTHER LINES INC.

MOTHER LINES INC.  
 SIGNED ON BEHALF OF CARRIER

as Agent for the Carrier  
 CARGOMAR PVT. LTD.,  
 (AS AGENTS ONLY OF CARRIER)

## MULTIMODAL TRANSPORT DOCUMENT

Consignor / Shipper

ARJILL KNIT WEARSS  
42, SADAYANPAN KOIL STREET VALPAIAYAM TIRUPUR  
641 601 INDIA

BL/MTD Number

TUTOCX583

Shipment reference No.



PL SHIPPING & LOGISTICS LTD.  
37, Dr.P.V. Charan Crescent, Bymore, Chennai - 600 008, India.  
Tel : +91 - 44 - 2527 1201 / 2524 2703 Fax : + 91 - 44 - 2527 1147

(Reg No. MTD / DGS / 307 / 2003)

Taken in charge apparently good condition herein at the place of receipt for transport and delivery as MTD in accordance with the perform or to provide the place at which the goods delivery and assumed responsibility.

Once the MTD must be good in without shown of town signed in the manner the other(s) to be void.



Consignee (for order)

BANK OF AMERICA  
C/O RICK MILLER 8755 ROSEWELL ROAD  
ATLANTA GA 30350  
PHONE : 770 594 6860 FAX: 770 594 6865

Notify address

AFFORDABLE LUXURY RYAN KENNY  
1407, BROADWAY SUITE 1006, NY 10018  
NEWYORK USA TEL: 212 - 871 - 0040

Place of acceptance

TUTICORIN

Port of loading

TUTICORIN

Date of acceptance

Port of discharge

NEW YORK

Place of Delivery

NEW YORK / USA

Date of Period of delivery

Modes / means of transport

BUDJ AMAN V 016E

Route / Place of transshipment (if any)

Container No(s)

Marks and numbers

Number of packages, kinds of Packages, general description of goods

Gross weight

Measurement

Container No.:  
HLXU 640043 3 / 40 HC  
Seal No.:  
00443966

84  
Cartons

**SAID TO CONTAIN**  
**SAID TO CONTAIN**

(EIGHTY-FOUR CARTONS ONLY)

**SAID TO WEIGHT / MEASURE**  
**SAID TO WEIGH / MEASURE**

CARTON NOS : 01-36 ; 01-48

100% COTTON KNITTED MENS S/S POLO  
SHIRTS

942.100 5.010  
KGS CBM

PO NO : 1119 & 1120  
STYLE NO : STK116 & STK122

INV NO : AKW 59 / 2005-06  
SB NO : 6051051 DTD: 17.03.2006  
NET WT: 784.100 KGS  
CAT : US 338

LCL / LCL

LCL / LCL

HS CODE: 6105 1000

\*\*\* FREIGHT COLLECT \*\*\*

FREIGHT COLLECT

19 MAR 2006  
PL SHIPPING & LOGISTICS LTD.

R. S. S. AGENT

Particulars above furnished by consignee / consignor

Freight amount

To Collect

Freight payable at

Destination

Number of Original MTD (s)

THREE (3)

Place and date of issue

TUTICORIN

17-03-2006

For Delivery Contact

ILJ M INTERNATIONAL INC.,  
153 39 ROCKAWAY BLVD. JAMAICA NY 11431 U.S.A.

PHONE / TEL 776-5344

For PL SHIPPING &amp; LOGISTICS LTD

Authorized Signatory

(FORMS CONTINUED ON BACK (If any))